



Maryland

DEPARTMENT OF JUVENILE SERVICES

SMALL PROCUREMENT INVITATION FOR BIDS (IFB) SHREDDING SERVICES

SOLICITATION NO. 21-AX-G01 / eMMA# BPM023725

ISSUE DATE: April 13, 2021

NOTICE TO OFFERORS

SMALL BUSINESS RESERVE PROCUREMENT (ONLY)

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

NOTICE

A Prospective Bidder that has received this document from a source other than eMaryland Marketplace (eMMA) <https://emma.maryland.gov/page.aspx/en/usr/login> should register on eMMA.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

NO BID NOTICE/ VENDOR FEEDBACK FORM

To help us improve the quality of the Department of Juvenile Services solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding the enclosed Request for Bids. Please return your comments with your Bid. If you have chosen not to respond to this solicitation, please email this completed form to the Procurement Officer at Michelle.thomas2@maryland.gov.

a. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bids is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

b. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (_____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES
KEY INFORMATION SUMMARY SHEET**

Invitation for Bids	IFB FOR SHREDDING SERVICES
Solicitation Number:	21-AX-G01
IFB Issue Date:	April 13, 2021
IFB Issuing Office:	Department of Juvenile Services (DJS or Department)
Procurement Officer: e-mail:	Michelle Thomas Michelle.thomas2@maryland.gov
Bids are to be sent to:	Michelle.thomas2@maryland.gov Attention: Michelle Thomas
Virtual Pre-Bid Conference:	April 19, 2021 at 10:00 AM via Google meet: meet.google.com/hsx-rtdd-kfg (US) +1 601-658-0514 PIN: 647 532 484#
Bid Due (Closing) Date and Time:	April 21, 2021 at 09:00 AM (EST) Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page 2).
Public Bid Opening Date, Time and Location	April 21, 2021 at 09:30 AM Via Google meet: meet.google.com/bks-urff-wge (US) +1 315-791-2522 (PIN: 489182831)
Contract Duration:	One (1) year 5/01/2021 – 04/30/2021

1 Bidder Minimum Qualifications

To be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1 The Bidder shall be a NAID (National Association for Information Destruction) AAA certified in the State of Maryland.

Required Documentation: As proof of meeting this requirement, the Bidder must provide with its bid, a copy of its NAID certification

- 1.1.2 The Bidder shall have:

Three (3) years of experience providing shredding services comparable in scope, type, size and magnitude as required in this IFB.

Required Documentation: As proof of meeting these requirements, the Bidder must provide on the **Reference Sheet (Exhibit 6)** three (3) references within the past ten (10) years that can substantiate this experience.

- 1.1.3 Each Reference must include:

- a. Name and complete address of business or company
- b. Name of the contact person, email address, and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)
- e. Type of services provided
- f. Contract value

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Juvenile Services (The Department or DJS) is issuing this Invitation for Bids (IFB) in order to procure document shredding services for multiple DJS locations see **Table 1 – Service Locations**.

- 2.1.2 It is the State's intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is one (1) year.

- 2.1.3 The Department intends to make a single award for the work under this IFB. See IFB **Section 3.6 Award Basis** for more Contract award information.

- 2.1.4 A Bidder either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements as specified in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

The Department of Juvenile Services (DJS or the Department) is an executive agency whose primary task is to provide individualized care and treatment to youth who are alleged or adjudicated offenders and are supervised in the community. DJS utilizes a continuum of services and treatment for juveniles with an expanded community-based focus. The treatment and programs include probation, home detention, monitoring, community service, victim restitution, and counseling. Some youth that may pose a risk to themselves or to public safety are placed in residential programs or detained pending appropriate placements.

2.3 Scope of Work Requirements

2.3.1 Requirements for Shredding of Confidential Documents

The Contractor shall:

- a) Provide collection and off-site secure shredding services of documents containing both confidential, non-confidential and personal information from various locations as listed in **Table 1 – Service Locations**. Collections shall be made during the State’s normal business hours, Monday to Friday except holidays.
- b) Provide all required labor, transportation, supervision, materials, tools and equipment necessary for the collection and shredding of all confidential and non-confidential documents.

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Table 1 – Service Locations

Location	Address	Collection Frequency	Collection Time	Contact Monitor
Baltimore City Juvenile Justice Center (BCJJC)	300 N. Gay Street, Baltimore, MD 21202	Once a Month	8 am – 5 pm	Ida Bethea (443)2638184 Ida.bethea @maryland.gov
Maryland Youth Residence Center (MYRC)	6502 Reisterstown Rd, Baltimore MD 21212	Every week	8 am – 5 pm	Tilithia Jones (443)-220-4266 Tilithia.jones@maryland.gov
Plaza Office	6502 Reisterstown Rd, Baltimore MD 21215	Once a Month	8 am – 5 pm	Robin Moore (443)224-6473 Robin1.moore@maryland.gov
Southern Office	530 N. Hilton Street, Baltimore, MD 21229	Once a Month	8 am – 5 pm	Helen Hill (410) 362 4402 Helen.hill1 @ maryland.gov

The actual date of collection shall be arranged between the Contractor and the facility's Contract Monitor.

- c) Contractor shall be responsible for the confidentiality, care, custody and control of all the documents collected from each agency's location.
- d) The Contractor shall provide to the Contract Monitor or its designee, a sign-off receipt acknowledging that the Contractor's employee has completed the collection of documents on a pre-scheduled date and time as well as notifying the number of bins/pounds collected.
- e) The Contractor personnel shall be escorted at every collection by the Contract Monitor or its designee.
- f) The documents involved are confidential and non-confidential in nature, and as such, the Contractor shall certify, in writing, that the shredding has occurred including the time and date. It is important that the volume of records picked up by the Contractor matches the volume of records destroyed and should be noted on the certification.
- g) The Contractor shall submit the certification of destruction with the monthly invoice. All documents shall to be destroyed in accordance with Federal and State Laws on document destruction and disposal.
- h) The Contract shall provide the shredding location's address and telephone number to

the Contract Monitor at least ten (10) days before the start of service.

- i) The Bidder shall provide to the Contract Monitor its policies and procedures for collection and shredding of confidential and non-confidential documents.

2.3.2 Contractor's Personnel

- a) The Contractor shall provide the background of personnel assigned on the resulting contract. The Contractor shall immediately remove any Contractor's employee the Department determines to be non-qualified for this Contract.
- b) The Contractor's employee shall dress in uniform with company's badge with employee's name when performing on this Contract.
- c) The Contract Monitor reserves the right to approve or disapprove any proposed staff, and may request further information from the Contractor before making any decision.
- d) The Contractor shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following:
 - 1)- Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building or on the property.
 - 2)- No loud or boisterous conduct shall be permitted. The Department reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause determined by the Department. The Contractor or the designated supervisory representative shall have such employee leave the facility or premises upon receipt of such request.
 - 3)- The Contractor shall conduct background checks on all employees that will be used on this contract and submit the reports to the Contract Monitor at least ten (10) days prior to the start of services.
 - 4)- The Department shall have the right to deny access to the location to any Contractor employee who DJS deems did not successfully pass a background check. Any employee of the Contractor who knowingly withholds or provides inaccurate information for the background check will be barred from entering DJS's premises.
 - 5)- The Department reserves the right to initiate the background checks at any time during the term of the Contract. In such case the Contract shall provide a signed authorization from each employee

2.3.3 Equipment

- a) The Contractor shall provide at no cost to the Department, office décor grade consoles (shred bins) with locking doors in quantities requested by the Department.
- b) Consoles shall be top loading and dimensions shall be equal to or greater than 20" wide x 18" deep x 30" high; in no event shall a console be larger than 22" wide x 22" deep x 40 high.
- c) Console locks are required. The Contractor shall furnish four (4) master keys to the Contract Monitor, which can be used to open any console furnished to the facility or location.
- d) The Department reserves the right to request from the Contractor to provide additional office décor grade consoles over the life of the contract, and any such additional consoles must be provided at no cost to the Department. Requests for additional consoles or bins must be fulfilled within 5 working days.
- e) The Department may request a different type of console different from the one specified in section 2.3.3 (b).
- f) The Contractor's console must be clean and free from odors.

2.3.4 Destruction

The Department reserves the right to audit at any time, the Contractor's shredding location.

- a) All materials shall be reduced to the size of confetti, no wider than 3/8 inches.
- b) The Contractor shall at no time sort through materials found in the shred bins but may remove items like 3-ring binders or large binder clips should any find their way into the bins. However, all materials in the binders or large binder clips must be shredded accordingly.
- c) All documents shall be destroyed in such manner that renders them into an irreparable, irreversible, unreadable and indecipherable condition.

2.3.5 Background Checks

The Contractor shall obtain, at its own expense, fingerprints and background check for

all Contractor Personnel. This check may be performed by a public or private entity. At a minimum, these checks must contain convictions and probation before judgement (PBJ) pleadings within the State of Maryland. Information on obtaining criminal background checks can be accessed via the Maryland Department of Public Safety and Corrections website at <http://www.dpscs.state.md.us/>

2.4 Work Hours

- A. The standard operating hours for the Maryland Department of Juvenile Services is Monday through Friday from 8:00 a.m. to 5:00 p.m.

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3 Instructions to Bidders

3.1 A Virtual Pre-Bid Conference: It is strongly recommended that each prospective Bidder and its representative(s) attend the scheduled Pre-Bid Conference.

The Virtual Pre-Bid Conference is scheduled for **April 19, 2021, at 10:00 AM**. Attendance at the scheduled Pre-Bid Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their bids.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB.

In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than **April 21, 2021 at 09:00 AM**. The Department will make a reasonable effort to provide such special accommodation.

3.2 eMaryland Marketplace Advantage (eMMA): eMMA is the electronic commerce system for the State of Maryland. The IFB, questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

3.3 Questions: All questions shall be submitting in writing via e-mail to the Procurement Officer. The subject of the e-mail shall identify the Solicitation Number and Title. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Answers to all questions that are not clearly specific only to the requestor shall be posted to eMMA. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding unless an amendment to the solicitation is issued in writing.

3.4 Procurement Method: A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02 and Small Procurement under COMAR 21.05.07. A Small Procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$50,000 or less.

3.5 Bid Due (Closing) Date and Time

- A. Bids, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information and Summary sheet in order to be considered.
- B. Requests for extension of the Bid due date or time shall not be granted.
- C. Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- D. Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.

- E. Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- F. Potential Bidders not responding to this solicitation are requested to submit the “No Bid/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

3.6 Award Basis:

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation.

3.7 Tie Bids: Tie Bids will be decided pursuant to COMAR 21.05.02.14.

3.8 Duration of Bids:

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

3.9 Revisions to the IFB

- A. If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent the IFB or otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- B. Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- C. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

3.10 Cancellation of Bids:

The Department may cancel this solicitation, accept or reject any and all Bids, in whole or in part, received in response to this IFB and waive or permit the cure of minor irregularities.

- A. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

- B. If the services that are subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the Department determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

3.11 Contract:

A response to an IFB is an offer to contract with the Department based upon the terms, conditions, and specifications contained in the Department's IFB. Bids do not become contracts unless and until the Department accepts the Bidder's Bid and executes a purchase order, eliminating a formal signing of a separate contract/agreement. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract which shall be in writing. The terms and conditions in the IFB along with the Bidder's Bid shall be incorporated into the Purchase Order. If there is any conflict between the terms and conditions in the IFB and the Bidder's Bid, the terms and conditions of the IFB shall control. The Contract may be modified by mutual agreement of the parties which shall be in writing.

- A. The Contract awarded from this solicitation shall be for the term as noted on the Purchase Order.
- B. A performance evaluation shall be conducted by DJS staff at various intervals during any trial period, and that evaluation shall be the basis for the DJS's decision to continue with the Contractor in current and future solicitations and projects.
- C. Pricing proposed by the Bidder shall be firm from the date of actual Contract start date and shall be in effect for the entire contract period. Increases shall not be allowed.

3.12 Communication:

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department or State employee. Only those communications which are in writing from an authorized DJS or State representative may be considered. Written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by DJS as duly authorized expressions on behalf of Contractors.

3.13 Notice to Proceed/Purchase Order:

The successful Bidder may not commence work under this contract/agreement until authorized to do so upon receipt of an authorized Purchase Order and a Notice to Proceed from the Department.

3.14 Materials and Workmanship:

Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualification may be used upon written approval of the Department.

3.15 Invoicing: The Contractor must render an original invoice in duplicate that references the appropriate Purchase Order number. Invoices are to be submitted to the Accounts Payable address stated on the Purchase Order. The Purchase Order number should appear on all invoices, packing slips, ship notices, freight bills and certificate of destruction and all correspondence concerning this service. Invoices shall be designed for each location.

3.16 Security: The successful Bidder, upon award of a Contract, shall comply with all security procedures and regulations. A list shall be provided to include the Contract Manager's name and phone number, emergency contact name(s) and phone number(s), Office Management personnel for the Department and Contractor and all authorized personnel's name(s) and approximate shift start and end times that will be assigned to perform work under this Contract shall be made available.

It is mutually understood that only authorized personnel from the successful Bidder will be permitted to enter any DJS facility. During the period that the work is being performed, keys to the facility placed in the Contractor's custody must be accounted for all times and handled as described in security regulations and per office management.

3.17 Small Business Reserve (SBR) Procurement

3.17.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.

3.17.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons;
 - or
 - 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and

- f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
- D. Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
- E. Further information on the certification process is available at eMaryland Marketplace Advantage.
- 3.17.3 **Ineligible Bids.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 3.17.4 Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4 Bid Format

4.1 Email Submission

Each Bidder shall submit its Bid with all required bid submissions (see IFB Section 4.4) in a single email.

All Bids shall be sent via email with password protection.

- A. The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted.
- B. Bids submitted via e-mail must not exceed 25MB. If a submission exceeds this size, split the submission into two (2) or more parts and include the appropriate part number in the subject line (e.g., part 1 or 2) after the subject line information below.
- C. The email submission subject line shall state the IFB solicitation #_____.

4.2 Labeling:

Each Bidder is required to label the sealed Bid with the IFB title and number, name and address of the Bidder, and closing date and time for receipt of Bids.

4.3 Bid Price Form – Exhibit 3:

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent

language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions: A Bidder shall include the following with its Bid:

- D. **Bidder Information Sheet** (see **Exhibit 7**);
- E. **Acknowledgement** of all addenda to this IFB;
- F. **Minimum Qualifications Documentation:** The Bidder shall submit any Minimum Qualification documentation that may be required, as set forth in IFB Section 1. If references are required in IFB Section 1, those references shall be submitted in this section and contain the information described in both Section 1 and **Exhibit 6**.
- G. **Completed Required Attachments.** Submit three (3) copies of each with original signatures:
 - 1. **Mandatory Terms and Conditions for Purchase Orders** (**Exhibit 1**)
 - 2. **Bid Affidavit** (**Exhibit 4**)
 - 3. **Conflict of Interest Affidavit and Disclosure Form** (**Exhibit 5**)
 - 4. **References** (**Exhibit 6**)

4.6 Documents Required upon Notice of Recommended for Contract Award

- A. **Contract Affidavit** (**Exhibit 2**) - to be completed and signed by the officer or employee authorized to make the offer and submitted within five (5) days after notification of recommendation for award.

5 Bid Evaluation and Award

5.1 Bid Evaluation Criteria: The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Exhibit 3 - Bid Form**

5.2 Reciprocal Preference

- A. Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:
 - 1. The Maryland resident business is a responsible Bidder;
 - 2. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
 - 3. The other state gives a preference to its resident businesses through law, policy, or practice; and
 - 4. The preference does not conflict with a federal law or grant affecting the procurement Contract.
- B. The preference shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.3 Award Determination: Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price.

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EXHIBIT 1 – MANDATORY TERMS AND CONDITIONS FOR PURCHASE ORDERS**ARTICLE 1 – INCORPORATION BY REFERENCE**

These Mandatory Terms and Conditions for Purchase Orders along with all terms and conditions for Solicitation Number 21-AX-G01 / eMMA# BPM023725 and any amendments thereto, shall be incorporated and made part of the Purchase Order/Contract for Shredding Services.

- A. The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- B. Without limiting the rights of the Procurement Officer under Section A above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained. Modifications may not significantly change the scope of the Contract (including the Contract price).

ARTICLE 2 – TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

ARTICLE 3 – SPECIFICATIONS

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

ARTICLE 4 – DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of

performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid or bid. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

ARTICLE 5 – NON-DISCRIMINATION

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

ARTICLE 6 – FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

ARTICLE 7 – FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

ARTICLE 8 – POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

ARTICLE 9 – ANTI-BRIBERY

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

ARTICLE 10 – REGISTRATION

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

ARTICLE 11 – CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

ARTICLE 12 – EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

ARTICLE 13 – OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U. S. and Maryland Occupational Safety and Health Act standards.

ARTICLE 14 – TERMINATION FOR CONVENIENCE

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

ARTICLE 15 – TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.01.01.011B.

ARTICLE 16 – DISPUTES

Disputes arising under this contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

ARTICLE 17 – TERMINATION FOR NONAPPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE 18 – INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

ARTICLE 19 – MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

ARTICLE 20 – CONTRACTOR'S INVOICES

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.

ARTICLE 21 – PRE-EXISTING REGULATIONS

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

ARTICLE 22 – INDEMNIFICATION

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

ARTICLE 23 – CONFLICTING TERMS

Any bid for terms in addition to or different from those set forth in this Contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer

by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

ARTICLE 24 – DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that it shall comply with COMAR 21.11.08, and that the Contractor shall remain in compliance throughout the term of this Contract.

ARTICLE 25 – COMMERCIAL NONDISCRIMINATION CLAUSE

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

ARTICLE 27 – COST AND PRICE CERTIFICATION

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current on the date the Contractor submitted its financial information to the State.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, on the date the Contractor submitted its financial information to the State, was inaccurate, incomplete, or not current.

ARTICLE 28 – SUBCONTRACTING; ASSIGNMENT

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interests of the State. In the event that written approval is granted and services are subcontracted or rights or obligations are assigned, the Contractor shall guarantee that the subcontractor or assignee shall comply with all provisions of this contract. No such subcontract or assignment shall be deemed to provide for the incumbent of any obligation of the State in addition to those agreed upon in this Contract. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

ARTICLE 29 – RETENTION OF RECORDS

The Contractor and any of its subcontractors shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (C.F.R.), Part 420, the Contractor shall retain until the expiration of five (5) years after the services are furnished under this contract such books, records and documents as required by those regulations and shall allow access to such books, documents and records as required by those regulations and require its subcontractors to comply with the requirements of this Article.

ARTICLE 30 – COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the Family and Medical Leave Act and the Americans With Disabilities Act, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE 31 – LIABILITY FOR LOSS OF DATA

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

ARTICLE 32 – YOUTH RECORDS AND COMMUNICATION WITH THE COURTS

All records that are created or received by the Contractor and contain information pertaining or referring to youth currently or having been in the custody of the Contractor are confidential and shall not be disclosed to any entity other than the Department or as otherwise permitted by law.

The Department shall be responsible for all communication with the juvenile Courts with respect to any youth served under this Contract. The Contractor may not initiate direct contact or communicate with the juvenile Court without the express permission of the Department, except where required to do so by law.

ARTICLE 33 – BACKGROUND INVESTIGATIONS

Where applicable, the Contractor shall complete criminal background investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland and to any applicable laws and Departmental policies. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.

ARTICLE 34 – DATA, RESEARCH, AND EVALUATION

Where activities supported by this Contract produce non-identifiable records as to client original data, materials, reports, pictorial reproductions, drawings or other graphical representations and works of any similar nature, Juvenile Services has the right to use, duplicate and disclose such non-identifiable records, in whole or in part, in any manner for any purpose whatsoever and have others do so. The Contractor shall not release the results of any study or report or other materials resulting therefrom without the express written consent of Juvenile Services. Further, these materials may not be distributed by the Contractor without the express written consent of Juvenile Services and in accordance with applicable statutes and regulations. If the material is copyrightable, the Contractor may copyright such material only with the express written approval of Juvenile Services.

The Contractor may not engage in, retain or request another to engage in any research projects involving youth without the prior written consent of Juvenile Services. In every case, the Contractor shall conform to any protocol established by State or Federal law and regulations and shall obtain the written informed consent of each youth who is a subject of a research project prior to the youth's participation as a subject.

ARTICLE 35– INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect at reasonable times the plant, place of business, job site of the Contractor or of any subcontractor, or any other location that is related to the performance of the Contract. Such inspections shall include general inspections and performance

audits of the Contractor or its subcontractors by officials designated by the Secretary of Juvenile Services or his designee.

ARTICLE 36 – ADMINISTRATION

The work to be accomplished under this Contract shall be performed under the direction the Secretary of Juvenile Services or his designee. All matters relating to the administration and performance of this Contract shall be referred for determination to the Secretary of his designee.

BY MY SIGNATURE, AS A REPRESENTATIVE OF THE CONTRACTOR, I ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.

By:

Signature

Date

Name Typed

Organization

EXHIBIT 2 – CONTRACT AFFIDAVIT**A. AUTHORITY**

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION****I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into

contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Bid Affidavit dated____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

EXHIBIT 3 – BID FORM INSTRUCTIONS

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03.F, and may cause the Bid to be rejected.
- H) If option years are included; Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

.....
The number entered on the bid form are for illustration purpose only, as the State cannot guarantee a minimum or maximum number of consoles (bins)

EXHIBIT 3– BID FORM

21-AX-G01

A	B	C
Estimated number of consoles (Bins) per month *12	Price per console (Bin) collected	Total Bid Price (A *B)
14*12 = 168	\$	\$

The above price includes and covers duties, handling, transportation charges and all other charges incidental to and forming part of this Bid. This also includes all costs required by the Contract from the Department for the delivery of services under this project.

Bids will be evaluated on the dollar amount listed on the “**Total Bid Price**” line.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Bidder Address: _____

FEIN: _____ eMMA: _____ SBR: _____

Bidder Contact Information: Telephone: (____)____--____

Fax: (____)____--____ E-mail: _____

EXHIBIT 4– BID AFFIDAVIT**A. AUTHORITY**

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its Bid on this project, the Bidder has considered all Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid submitted by the Bidder on this project, and terminate any contract awarded based on the Bid. As part of its Bid, the Bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Bid;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Bid.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Bid submitted by the Bidder on this project, and terminate any contract awarded based on the Bid/Bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted

bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Bids for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Bids for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment,

the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Bid that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid price of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Bid is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/bid on this project, the Bidder has considered all bid/bids submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder also has not retaliate against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/bids for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/bid submitted by the Bidder on this project, and terminate any contract awarded based on the bid/bid.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Bid are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Bid shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

SUBMIT THIS AFFIDAVIT WITH BID

EXHIBIT 5– CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**Reference COMAR 21.05.08.08**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Bidder, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Bid is made.

C. The bidder warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

_____.

E. The Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH BID

EXHIBIT 6 – REFERENCE SHEET

Three (3) references relevant to the service requested, from professional organizations/individuals and private citizens who have interacted with the organization's programs are required. The references shall attest to the Bidder's competence and expertise in fulfilling the specific objectives of this solicitation. The name, address, and telephone number of each reference shall be provided. All references must be dated within ninety (90) days preceding the closing date of this solicitation. Current employees of the Bidder or DJS may not submit references of support. Previous Contracts with Juvenile Services may be used as examples.

References used to meet any Bidder Minimum Qualifications (see Section 1.1) may be used to meet this request.

Bidder's Name: _____

1. References:

Project Name: _____

Firm Name: _____

Contact Person: _____

Title/Email: _____/_____

Mailing Address: _____

Phone/Fax: _____/_____

Project Description: _____

Project Value: _____

Bidder's Name: _____

2. References:

Project Name: _____

Firm Name: _____

Contact Person: _____

Title/Email: _____/_____

Mailing Address: _____

Phone/Fax: _____/_____

Project Description: _____

Project Value: _____

Bidder's Name: _____

3. References:

Project Name: _____

Firm Name: _____

Contact Person: _____

Title/Email: _____/_____

Mailing Address: _____

Phone/Fax: _____/_____

Project Description: _____

Project Value: _____

SUBMIT THIS WITH BID

Exhibit 7 – Bidder Information Sheet	
Bidder	
Company Name	
Street Address	
City, State, Zip Code	
Contractor Federal Employer Identification Number (FEIN)	
Contractor eMMA ID Number	
As of the Bid/Bid submission date, are you registered to do business with the State of Maryland?	
Bidder/Offeror Primary Contact	
Name	
Title	
Office Telephone Number (with area code)	
Cell Phone Number (with area code)	
Email Address	
Authorized Bid/Bid Signatory	
Name	
Title	
Office Telephone Number (with area code)	
Cell Phone Number (with area code)	
Email Address	

Exhibit 8– Abbreviations and Definitions

1. **Bid** – A statement of price offered by a Bidder in response to an IFB.
2. **Bidder** – An entity that submits a Bid in response to this IFB.
3. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
4. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
5. **Department of Juvenile Services (DJS or the Department)** – By law, is a child-serving agency responsible for assessing the individual needs of referred youth and providing intake, detention, probation, commitment, and aftercare services.
6. **eMMA** – eMaryland Marketplace Advantage.
7. **Invitation for Bid (IFB)** – This Invitation for Bids issued by the Department of Juvenile Services, with the Solicitation Number and date of issuance indicated in the Title Page, including any amendments thereto.
8. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
9. **Minority Business Enterprise (MBE)** – Any legal entity as defined in COMAR 21.01.02.01B(54) and is certified by the Maryland Department of Transportation under COMAR 21.11.03.
10. **Normal State Business Hours** – Normal State Business Hours are 8:00 AM – 5:00 PM, Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
11. **Responsible** - A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.
12. **Responsive** - A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.
13. **SBR** – Small Business Reserve
14. **Total Bid Price** – The Bidder’s total price for services in response to this solicitation included in the Bid as Exhibit 1 – Bid Form, and used in determining the recommended awardee.
15. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veteran Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.